REMARKS/ARGUMENTS

Reconsideration and allowance of this application are respectfully requested.

Currently, claims 53-57 and 61-67 are pending in this application.

Since claims 68, 75 and 76 have been canceled, the objection to claim 75 and the

rejection of claims 68 and 76 under 35 U.S.C. §112 are deemed moot.

Rejection Under 35 U.S.C. §103:

Claims 53-58, 61-66 and 68-76[1] were rejected under 35 U.S.C. §103 as allegedly

being unpatentable over Carr et al (U.S. '446, hereinafter "Carr"). Applicant respectfully

traverses this rejection.

In order to establish a *prima facie* case of obviousness, all of the claim limitations

must be taught or suggested by the prior art and there must be some suggestion or

motivation either in the references themselves or in the knowledge generally available to

one of ordinary skill in the art to modify the reference or to combine reference teachings.

Carr fails to teach or suggest all of the claim limitations. For example, Carr fails

to teach or suggest processing a service request for a composite service on the basis of

one or more pre-negotiated conditions with one or more providers of sub-services (i.e.,

sub-processes) included within the composite service. Namely, Carr fails to teach or

suggest "processing means for processing the composite service request; negotiation

means for use in establishing conditions applicable to provision, by one or more other

agents in said multi-agent system, of one or more component processes involved in

provision of the composite service, said negotiation means being adapted to assemble

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[1] Applicant notes that claim 67 was not mentioned as being rejected in the first sentence of section 6 or 7 of the Office Action.

said conditions proactively by negotiation prior to receipt of said composite service request...wherein the processing means is adapted to process a composite service request by accessing one or more of the previously established conditions, for supply of component processes by said one or more other agents, in the data store, processing the request using the one or more established conditions and producing said response," as required by independent claim 53. Carr also fails to teach or suggest "establishing conditions applicable to provision, by one or more other agents in said multi-agent system, of one or more component processes in a composite service, proactively by negotiation prior to receipt of a request for said composite service...processing said composite service request by: a) accessing said previously established conditions, for component process supply in the data store," as required by independent claim 61.

Carr discloses enhanced service providers requesting cable bandwidth from a split channel bridging unit (in particular, control processor 48). It is apparent that the request might be denied, and the word "negotiation" is used (col. 10, line 7) to describe the interaction between the enhanced service provider and the split channel bridging unit.

However, this is another example (like previously cited Wrabetz) of a request for an atomic (indivisible) service being dealt with by reference to some resource availability data. Despite Carr's use of the word "negotiation", there is no suggestion in Carr that it is open to the split channel bridging unit to do anything other than refuse or allow the request - and hence there is no teaching of negotiation as it is defined in the present specification (see page 11, lines 22 to 25 of the present specification).

Even assuming *arguendo* that one skilled in the art understood that the split channel bridging unit might respond with a counter proposal (and thus "negotiate" as

defined by the present specification), Carr would still not teach or suggest for example, "establishing conditions applicable to provision, of one or more component processes involved in provision of the composite service, said negotiation means being adapted to assemble said conditions proactively by **negotiation prior to receipt of said service request**" as required by independent claim 53. Similar comments apply to independent claim 61.

The alleged "negotiation" in Carr takes place in response to the service request. This activity in response to the service request slows the response time down because the alleged "negotiation" takes time. In contrast, negotiation has taken place before the service request in the present invention. This pre-negotiation speeds-up the response to the service request.

The Office Action apparently alleges that the director daemon and slave processes in Figure 8 of Carr are two autonomous negotiating software processes. Applicant disagrees with this allegation. A daemon like this is a process which runs continuously on a computer listening out for particular types of attempt to connect to the computer. If it hears one then it doesn't deal with it directly because that would stop it listening out for the next one. Instead, it "forks" - i.e., creates - another process to deal with each incoming connection request. There is no communication between the daemon and a process it forks (since that would obviate the reason for creating the slave process in the first place), let alone any request and subsequent negotiation.

Accordingly, Applicant requests that the rejection under 35 U.S.C. §103 in view of Carr be withdrawn.
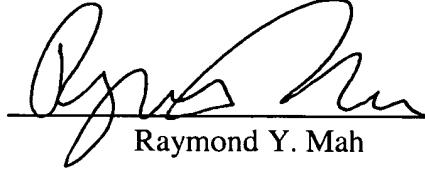
Conclusion:

Applicant believes that this entire application is in condition for allowance and

respectfully requests a notice to this effect. If the Examiner has any questions or believes

that an interview would further prosecution of this application, the Examiner is invited to

telephone the undersigned.

Respectfully submitted,

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By: _____

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